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OF COUNSEL  
URBAN A. LESTER

June 1, 1998

*Q. Williams*  
Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D C 20423

RECORDATION NO. 16584-B FILED

JUN 1 '98

12-25 PM

JUN 1 12 24 PM '98

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Dear Mr. Williams

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are four (4) copies of an Assignment dated as of June 1, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memorandum of Lease which was previously filed with the Commission under Recordation Number 16584

The names and addresses of the parties to each of the enclosed document are

Assignor Mitsui Leasing Capital Corporation  
330 Madison Avenue, 33<sup>rd</sup> Floor  
New York, NY 10017

Assignee Creditanstalt Holding Corporation  
2 Greenwich Plaza  
Greenwich, CT 06830

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule 1 attached hereto

Mr Vernon A Williams  
June 1, 1998  
Page 2

Also enclosed is a check in the amount of \$26 00 payable to the order of the  
Surface Transportation Board covering the required recordation fee

Kindly return three (3) stamped copies of the enclosed documents to the  
undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W Alvord

RWA/bg  
Enclosures

## **SCHEDULE 1**

### **The Railcars**

Three hundred twenty-three (323) gondola railroad freight cars marked and numbered as follows

Group A 174 railcars within series WCRC 3000 through 3174, excluding WCRC 3083

Group B 149 railcars within series WCRC 3175 through 3324, excluding WCRC 3224

RECORDATION NO. 16584-B

FILED

JUN 1 '98

12-25 PM

**Assignment**

FOR VALUE RECEIVED, Mitsui Leasing Capital Corporation ("Assignor") hereby assigns to CREDITANSTALT HOLDINGS CORPORATION ("Assignee") all its right, title and interest, if any, under (a) the agreements and documents identified on Schedule 2 attached hereto (the "Agreements") to the extent the Agreements relate to the equipment described on Schedule 1 attached hereto (the "Railcars") and (b) any manufacturers' warranties that may be applicable to any of the Railcars to the extent the same may be assigned. Assignee hereby accepts the foregoing assignment and assumes the obligations of the Assignor under the Agreements arising from and after the date hereof.

Assignor covenants and agrees to execute and deliver all such further instruments and documents as may be reasonably requested by Assignee for the better effecting, perfecting and confirming the sale and assignment evidenced hereby.

This Assignment shall be construed in accordance with, and shall be governed by, the laws of the State of New York. Each party hereby consents to the personal jurisdiction of all state and federal courts sitting within the County of New York and State of New York for all purposes relating to this Assignment.

This Assignment may be executed in any number of counterparts, no one of which needs to be executed by all parties, and shall be binding upon all parties with the same force and effect as if all parties had signed the same documents, and each signed counterpart shall constitute an original of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of June 1, 1998.

CREDITANSTALT HOLDINGS  
CORPORATION

mitsui LEASING CAPITAL  
CORPORATION

By: M. Roy Grosse

By: \_\_\_\_\_

Name: M. Roy Grosse  
Title: Vice President

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Title: VICE PRESIDENT

## Assignment

FOR VALUE RECEIVED, Mitsui Leasing Capital Corporation ("Assignor") hereby assigns to CREDITANSTALT HOLDINGS CORPORATION ("Assignee") all its right, title and interest, if any, under (a) the agreements and documents identified on Schedule 2 attached hereto (the "Agreements") to the extent the Agreements relate to the equipment described on Schedule 1 attached hereto (the "Railcars") and (b) any manufacturers' warranties that may be applicable to any of the Railcars to the extent the same may be assigned. Assignee hereby accepts the foregoing assignment and assumes the obligations of the Assignor under the Agreements arising from and after the date hereof.

Assignor covenants and agrees to execute and deliver all such further instruments and documents as may be reasonably requested by Assignee for the better effecting, perfecting and confirming the sale and assignment evidenced hereby.

This Assignment shall be construed in accordance with, and shall be governed by, the laws of the State of New York. Each party hereby consents to the personal jurisdiction of all state and federal courts sitting within the County of New York and State of New York for all purposes relating to this Assignment.

This Assignment may be executed in any number of counterparts, no one of which needs to be executed by all parties, and shall be binding upon all parties with the same force and effect as if all parties had signed the same documents, and each signed counterpart shall constitute an original of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of June 1, 1998.

CREDITANSTALT HOLDINGS  
CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

mitsui LEASING CAPITAL  
CORPORATION

By: *Y. Kamizawa*

Name: Yuichi Kamizawa

Title: VP

STATE OF Connecticut  
COUNTY OF Fairfield ) SS

On this 15 day of May, 1998, before me personally appeared Mr. Roy Gosse and LYNN SUSSINA to me personally known, who, being by me duly sworn, says that they are VICE PRESIDENT and VICE PRESIDENT of CREDITANSTALT HOLDINGS CORPORATION, and that the foregoing Assignment was signed on behalf of said corporation by authority of its Board of Directors. Further, she/he acknowledged that the execution of the foregoing Assignment was the free act and deed of said corporation

Virginia A. Laversa

Notary Public

[Notarial Seal]

My commission expires:

**VIRGINIA A. LAVERSA**

**NOTARY PUBLIC**

MY COMMISSION EXPIRES JAN 31, 2001

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 1998, before me personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, says that she/he is of MITSUI LEASING CAPITAL CORPORATION, and that the foregoing Assignment was signed on behalf of said corporation by authority of its Board of Directors. Further, she/he acknowledged that the execution of the foregoing Assignment was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires:

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 1998, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, says that they are \_\_\_\_\_ and \_\_\_\_\_ of CREDITANSTALT HOLDINGS CORPORATION, and that the foregoing Assignment was signed on behalf of said corporation by authority of its Board of Directors. Further, she/he acknowledged that the execution of the foregoing Assignment was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires:

STATE OF NEW YORK)  
COUNTY OF NEW YORK) SS:

On this 15<sup>th</sup> day of MAY, 1998, before me personally appeared Y. KAMIZAWA to me personally known, who, being by me duly sworn, says that she/he is VICE PRESIDENT of MITSUI LEASING CAPITAL CORPORATION, and that the foregoing Assignment was signed on behalf of said corporation by authority of its Board of Directors. Further, she/he acknowledged that the execution of the foregoing Assignment was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires:

**ROGER ALEXANDER**  
Notary Public, State of New York  
No. 4836710  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires 12/31/99.

## **SCHEDULE 1**

### **The Railcars**

Three hundred twenty-three (323) gondola railroad freight cars marked and numbered as follows

Group A. 174 railcars within series WCRC 3000 through 3174, excluding WCRC 3083

Group B. 149 railcars within series WCRC 3175 through 3324, excluding WCRC 3224



## **SCHEDULE 2**

### **The Agreements**

Lease Agreement dated as of June 20, 1989, between Greenbrier Leasing Corporation ("Greenbrier") and Southern Pacific Transportation Corporation ("SP").

First Amendment to Lease Agreement dated as of December 15, 1989, between Greenbrier and SP.

Assignment and Agreement dated as of December 15, 1989, between Greenbrier and Mitsui Nevitt Capital Corporation ("MNCC").

Railcar Management Agreement dated as of December 15, 1989, between Greenbrier and MNCC.

Letter Agreement dated December 15, 1989 among Greenbrier, SP and MNCC regarding Lease Agreement between SP and Greenbrier.

Memorandum of Lease filed with the Interstate on October 30, 1989 under Recordation No. 16584.

Memorandum of Assignment of Lease filed with the Interstate Commerce Commission on January 9, 1990 under Recordation No. 16584-A.